might be interfered with by the necessity of public officers defending litigation against creditors of the county, or by the sequestration of wages of county employees, in thus promoting private interest or convenience, it is evident that such allegations are sufficiently answered by stating that the defense to such litigation involves very little trouble for the county, and further, that, since men who pay their debts will work as faithfully for the county as those who are dishonest, it is rather poor policy to induce dishonest persons to seek public employment by protecting them in such avoidance of their just debts. ROOD, GARNISHMENT, §22; *Waterbury* v. *Board of Com'rs of Deer Lodge Co.*, 10 Mont. 515, 26 Pac. 1002. There are some decisions which by a bill in equity allow what may be termed "equitable garnishment" where counties are held to be exempt from the statutory garnishment at law. *Pendleton v. Perkins,* 49 Mo. 565; *Riggin* v. *Hilliard,* 56 Ark. 476, 20 S. W. 402, 35 Am. St. Rep. 113. However, there should be no distinction between law and equity in this regard. Statutes expressly authorizing garnishment to run against the county furnish strong evidence of the rule really demanded by the better public policy. See 4 MICH. L. REV. 53.

HUSBAND AND WIFE—AGENCY OF WIFE.—Defendant's wife bought hats and gowns of plaintiffs, who were dressmakers, for the 18-year-old daughter of the defendant, the wife telling plaintiffs that her husband would pay the bills. She had no express authority, and the goods were found not to be necessaries. Plaintiffs sent defendant bills for the purchases three months in succession, and the wife continued to trade with plaintiffs. Defendant did not answer the bills, believing that his daughter's minority, and his liability had ceased on her eighteenth birthday. *Held,* that the defendant's failure to disaffirm those sales amounted to a ratification. *Auringer* v. *Cochrane,* (Mass. 1916) 114 N. E. 355.

The question as to ratification by the husband comes up when the wife acts without the husband's express or implied authority. To charge the husband under such circumstances, it is usually held that the credit must have been given to the husband, not to the wife. *Mackinley* v. *M'Gregor,* 3 Wharton (Pa.) 369. If the husband receives the benefit of the transaction, he will be held to have ratified it. *Hill* v. *Sewald,* 53 Pa. St. 271; *Gates* v. *Brower,* 9 N. Y. 205; *Althof* v. *Conheim,* 38 Cal. 230. However if the husband has expressly forbidden the goods to be bought, and so informs the vendor, he will not be liable for them, even if he afterwards uses them. *Segelbaum* v. *Ensminger,* 117 Pa. 248. If the husband afterward expressly promises to pay for goods furnished the wife, on his credit but without his authority, it is a ratification. *Conrad* v. *Abbott,* 132 Mass. 330; *Shaw* v. *Emery,* 38 Me. 484. It was held in *Shuman* v. *Steinel,* 129 Wis. 422, where the wife bought a set of books, not assuming to act as the husband's agent, and credit not being given to him, it would be a contract which could not be ratified by his express promise to pay. Where the husband fails to disaffirm his wife's unauthorized action within a reasonable time, it is held to be a ratification. If she wears jewelry in his presence suitable to his station in life (*Cooper* v. *Haseltine,* 50 Ind. App. 400), or a hat (*Ogden* v. *Prentice,*

33 Barb. (N.Y.) 169), or a silk dress (*Graham* v. *Schleimer,* 59 N. Y. Supp 689), or false teeth (*Gilman* v. *Andrus,* 28 Vt. 241), and he does not take steps to show his dissent, he will be held to have ratified the purchase. However, the case of *Evans* v. *Insurance Co.,* 130 Wis. 189, holds that where the wife executed a conveyance in the husband's absence and he received none of the benefits, his failure to disaffirm within a reasonable time did not amount to a ratification. The principal case rests on the husband's failure to disaffirm his wife's purchases within a reasonable time. If the daughter had not been a minor living at home, the defendant probably would not have been held liable. *Gaffield* v. *Scott,* 40 Ill. App. 380, presents such a situation, except that credit was given to the wife, not to the husband. In the very recent case of *Altman* v. *Rosenfield,* 162 N. Y. Supp. 678, the husband had given the wife authority to buy a "nice coat" for the grown-up daughter, "something costing about $15 to $25." The wife bought a coat costing $135. The husband was held liable, the court saying that the husband had given express authority to buy a coat, and his expression as to the price was a mere opinion.

INJUNCTION—RIGHT OF A TRESPASSING PUBLIC SERVICE COMPANY TO INJUNCTION FOR PROTECTION OF ITS LINE.—The plaintiff company erected a telegraph line over defendant's land without permission; the line being completed and in operation before defendant knew of its location. Defendant removed the line from his land, and plaintiff company, having instituted a proceeding to take the property under eminent domain, prays an injunction pendente lite to enjoin interference with its line by the defendant. *Held,* the injunction was properly refused. *Postal Telegraph-Cable Co. of Montana* v. *Nolan* (Mont. 1916), 162 Pac. 168.

The function of a temporary injunction is preserve the status quo. In this case, a temporary injunction would be quite effective. The comparative injury to the plaintiff in case the relief is not granted and to the defendant in case the relief is granted is often considered in the granting or denying of temporary injunctions. 5 POMEROY, EQ. JUR., §502; *Mabel Mining Co.* v. *Pearson Co.,* 121 Ala. 567, 25 So. 754; *Sellers* v. *Parvis & Williams Co.,* 30 Fed. 164. But this doctrine has no application where the act of one party is admittedly wrongful. *Bristol* v. *Palmer,* 83 Vt. 54, 74 Atl. 332, 31 L. R. A. N. S. 881. Cases in which a trespasser asks the aid of the court to protect the erections which he has wilfully and wrongfully made on another's land are very rare. The Washington court in *Everett Water Co.* v. *Powers,* 37 Wash. 143, 79 Pac. 617, granted a temporary injunction in favor of the plaintiff water company, which was wrongfully diverting the water to the injury of the defendant. The court in the latter case was no doubt influenced by the fact that the plaintiff was a public service company, and had the right of eminent domain. The great weight of authority is that a court of equity will enjoin the taking of private property until the right to make an entry is obtained in accordance with condemnation statutes. See 15 MICH. L. REV. 272. If the action of the public service company could be enjoined before it extended its lines over one's land, it is difficult to see how its wrongful